

Patrick M. Flatley

United States Bankruptcy Judge

Dated: Sunday, January 17, 2010 11:14:27 AM

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

IN RE: **EVA VARGOVA**

Debtor,

BK. NO. 5:09bk902

Ch 7

**EVA VARGOVA,**

Plaintiff,

v.

AP. NO:5:09ap00044

**SALLIE MAE SERVICING CORP.,  
DIRECT LOANS,  
and WEST LIBERTY STATE COLLEGE,**

Defendants.

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STIPULATED JUDGMENT AND ORDER

It is hereby stipulated by and between EVA VARGOVA ("Plaintiff"), and WEST LIBERTY UNIVERSITY ("WLU"), that the following facts are true and that judgment be entered in this matter as follows:

1. Plaintiff entered into an agreement to consolidate the amount owed for the Fall 2004, Spring 2005 and Fall 2005 semesters and to repay the debt owed on August 23, 2005.
2. In full satisfaction of plaintiff's student loan obligation to WLU, Plaintiff agrees to make a lump sum payment of \$2,000, as follows:

<u>Payee</u>	<u>Address</u>	<u>Amount of Payment</u>
West Liberty University	West Liberty University C/O Jendonnae L. Houdyschell Senior Assistant Attorney General WV Higher Education Policy Commission 1018 Kanawha Blvd. E. Legal Division – 8 <sup>th</sup> Floor Charleston, WV 25545	\$ 2,000

Plaintiff's social security number shall appear in the "memo" line of each payment check.

3. If this payment is not received within ten (10) days of entry of this order, Plaintiff shall be in default and this Stipulation shall become null and void, and all of the original terms of the Note shall again be in effect.

4. The parties of this Stipulation acknowledge that they have been represented by independent counsel of their own choice or have had independent counsel available to them throughout all of the negotiations that have preceded the execution of this Stipulation.

5. This Stipulation and the attachments that are incorporated herein constitute the entire agreement of the parties.

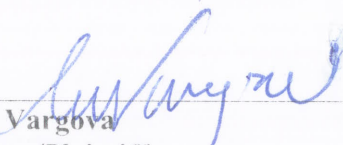
6. Each person signing this Stipulation warrants that he/she is fully authorized to sign this Stipulation on his/her behalf and on behalf of his/her respective predecessors, transferors and/or assignors and that the Stipulation is therefore, binding upon and enforceable against the same

7. This Stipulation is binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, predecessors, successors and assigns.

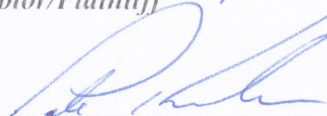
8. Each party hereto agrees to bear his/her own costs, expenses and attorney's fees in connection with the aforementioned lawsuit and claims.

9. The parties to this Stipulation Judgment and Order certify that they have read and fully understand its terms.

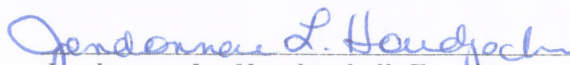
Dated: 12/23/09

  
\_\_\_\_\_  
Eva Vargova  
Debtor/Plaintiff

Dated: 12/21/09

  
\_\_\_\_\_  
Peter Kurelac, III  
West Virginia State Bar No. \_\_\_\_\_  
Counsel for Debtor/Plaintiff

Dated: 12/27/09

  
\_\_\_\_\_  
Jendonnae L. Houdyschell, Esquire  
West Virginia State Bar No. 5809  
State of West Virginia  
Office of the Attorney General  
Counsel for West Liberty University

Dated: 1-11-10

  
\_\_\_\_\_  
**John Wright III,**  
**Executive VP/ Chief Financial Officer**  
*West Liberty University*